



COPY

THE DAWSON COUNTY ADULT DETENTION / CORRECTIONS FACILITY
EMERGENCY RESPONSE PROGRAM

MEMORANDUM OF UNDERSTANDING

To: Pine Hills Youth Correctional Facility
From: Major Jeffrey A. Walters, Facility Administrator
Date: March 9, 2004

Re: **MUTUAL AID**

*The Dawson County Adult Detention / Corrections Facility (DCADCF) protects eastern Montana citizens by ensuring effective supervision of adult offenders in an environment that is safe, humane and appropriately secure. However, there may be a **Major Emergency** that disrupts the routine operations or services of this facility creating a state of disorder, a threat to security or an inability to maintain orderly control of offenders.*

The purpose of this Memorandum of Understanding is to identify the services, personnel and/or equipment that can be made available by Pine Hills Youth Correctional Facility to the Dawson County Adult Detention / Corrections Facility in response to such an emergency, and does not necessarily guarantee that any or all of these services, personnel or equipment will be available at all times.

REQUEST FOR ASSISTANCE

- A. In the event of a Major Emergency at DCADCF, the Pine Hills Youth Correctional Facility will be contacted by the Incident Commander, or other person designated to notify or request resources.
- B. Requests for assistance of the Pine Hills Youth Correctional Facility will be made via telephone to the emergency telephone number or through the 911 emergency system.
- C. Authorization for assistance must be approved by a designated representative of the Pine Hills Youth Correctional Facility. The assigned representative(s) are:

Name:

Jim Hunter
Sid Thompson

Emergency Telephone Number:

232-1377
232-1377

- D. At the time of the emergency, the Pine Hills Youth Correctional Facility will be provided the following information:

- The nature of the Major Emergency.
- The assistance requested.
- The location to which responders are requested.
- The person to whom personnel are to report to upon responding.

SCOPE OF ASSISTANCE

A. The Pine Hills Youth Correctional Facility is available to assist DCADCF: (please check all that apply)

- ☒ Twenty-four (24) hours per day
- ☐ During normal business hours only
- ☒ Seven days per week
- ☐ Normal business days only
- ☐ Other: _____

B. The Pine Hills Youth Correctional Facility can provide the following support services:

Hostage Negotiators

C. The Pine Hills Youth Correctional Facility can provide the following personnel resources:

Hostage Negotiators

D. The Pine Hills Youth Correctional Facility can provide the following equipment:

DCADCF RESPONSIBILITIES

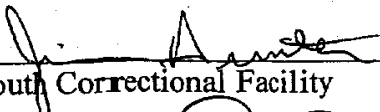
- A. The Incident Commander will designate an individual to coordinate the Pine Hills Youth Correctional Facility's assistance and needs in response to a Major Emergency.
- B. This individual will coordinate all security needs of the Pine Hills Youth Correctional Facility, which may include, but are not limited to, access to facilities and protection of equipment and personnel.
- C. DCADCF will coordinate and arrange for appropriate electronic and telephone communications on-site for communication with personnel provided by the Pine Hills Youth Correctional Facility.
- D. The Incident Commander is the ultimate authority in response to a Major Emergency. The Incident Commander will work closely with the designated authorizing representative, or

highest-ranking personnel provided by the Pine Hills Youth Correctional Facility to coordinate their response.

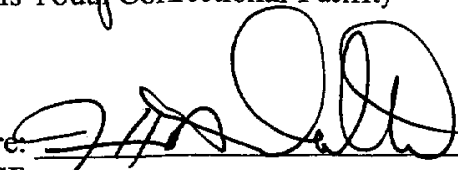
- E. The DCADCF Public Information Officer shall direct all public/media information releases. The PIO will consult with command staff of all assisting agencies before the release of information.
- F. DCADCF will conduct an annual review with the Pine Hills Youth Correctional Facility prior to the renewal of this understanding no later than one (1) year after the signing of this Memorandum of Understanding.

MISCELLANEOUS PROVISIONS

- A. The parties agree that DCADCF shall not call for assistance unless it is of an emergency nature and circumstances exist in which DCADCF's resources will be insufficient to address the emergency condition.
- B. The authority in charge of the Pine Hills Youth Correctional Facility shall be the sole judge of the extent and amount of assistance to be furnished by the Pine Hills Youth Correctional Facility under the circumstances of each particular case. It is agreed that the parties shall not be liable in any manner to each other; the party's agents, employees or servants; or any other third party for failure or refusal to provide requested assistance.
- C. Equipment and/or personnel provided pursuant to this agreement is subject to the following conditions:
 - 1. The Pine Hills Youth Correctional Facility's operational units shall be under the immediate supervision of their designated representative.
 - 2. The Pine Hills Youth Correctional Facility shall be released by DCADCF when, in the judgment of the DCADCF Incident Commander, the services of the Pine Hills Youth Correctional Facility are no longer required; provided, however, that it is mutually recognized that each party hereto owes its primary allegiance and services to its own area. Therefore, the equipment and/or personnel may be recalled by its Agency if a need exists for the Pine Hills Youth Correctional Facility to render services within its normal service area.
- D. Each party, in consideration of this agreement to provide emergency assistance, does waive any and all claims against each other for damages or compensation for any loss, damage, personal injury, death or any other matter occurring as a consequence of performance under this agreement.
- E. No parties to this agreement shall be under any obligation to reimburse the other parties for any cost or services incurred pursuant to rendering of acceptance of equipment or manpower under the terms of this agreement.

Signature: 
Pine Hills Youth Correctional Facility

Date: 3/29/04

Signature: 
DCADCF

Date: 4-5-04